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8 Attorneys for Defendants  
9 Vista Property Development, Inc.,  
10 Blue Ridge Properties, LLC,  
11 and James Burke & Company

12 **UNITED STATES DISTRICT COURT**

13 **EASTERN DISTRICT OF CALIFORNIA**  
14 (Sacramento Division)

15 In re: Bankruptcy Case 02-21699-B-7  
16 TRUCK-A-WAY,  
17 Debtor.

18 MICHAEL P. DACQUISTO,

19 Plaintiff, CIV S-03-0112-FCD

v.

LINDA M. BURKE, ET AL.,

20 **STIPULATION FOR TERMINATION OF**  
21 **INJUNCTIONS AND TURNOVER OF**  
22 **PROPERTY, AND ORDER THEREON**

Defendants.

23 Plaintiff Michael Dacquisto (hereafter “the Trustee”), Defendants Maureen Bossy  
24 (hereafter “Bossy”), Linda M. Burke (hereafter “Linda Burke”), James D. Burke & Co., Vista  
25 Property Development Inc.(hereafter “Vista”), Blue Ridge Properties, LLC (hereafter “Blue  
26 Ridge”), and Christine Castro (hereafter “Castro”), and James D. Burke (hereafter “James Burke”)  
27 by and through their attorneys of record, hereby agree and stipulate as follows:

28 1. All the parties set forth above, and others, have entered into a global settlement  
which includes the above-captioned action.

2. Said global settlement has been approved by the bankruptcy court with jurisdiction  
over the pending bankruptcy cases of Truck-A-Way (Case No. 02-21699) and James D. Burke

1 (Case No. 02-26749), by means of orders the bankruptcy court entered March 10, 2005, which  
2 currently are on appeal.

3       3.     The global settlement requires the payment by wire transfer of \$350,000.00 by Blue  
4 Ridge to the Trustee, and the payment by wire transfer of \$975,000.00 to the Trustee out of certain  
5 funds in Canada, held in the name of Bossy.

6       4.     The global settlement also provides for the termination of an injunction issued by  
7 this Court in the above-captioned case on April 8, 2004 (hereafter "the April 8<sup>th</sup> Injunction"); for  
8 termination of all attachments or other judicial restraints on the ability of any defendant to transfer  
9 any property; for turnover by the Trustee of certain real property in Solano County, California to  
10 Castro; for turnover by the Trustee of a certain Cessna airplane to Vista; for turnover by the  
11 Trustee of certain real property in Palm Desert, California to Linda Burke; and for turnover by the  
12 Trustee of certain real property in Las Vegas, Nevada to Linda Burke.

13       5.     The parties hereby agree and stipulate that the April 8<sup>th</sup> Injunction shall be  
14 terminated upon either of the following events:

15               (a) Any party hereto may file with the Court written notice that the wire transfers  
16 have been initiated and provide a copy thereof by facsimile transmission to the Trustee and to his  
17 counsel (hereafter "Notice of Payment"). Said Notice of Payment must include written  
18 confirmation from the wiring bank that the wire transfers have been initiated. Effective at the  
19 expiration of the third business day after the Notice of Payment is given, the April 8<sup>th</sup> Injunction  
20 shall be deemed terminated, unless the Trustee files a written notice with this Court, contesting  
21 that he has received the full amounts required under the global settlement (hereafter "Notice of  
22 Non-Payment"). Copies of said notice must be provided by facsimile transmission to the  
23 following attorneys: Gregory J. Hughes, Mike Nakagawa, W. Austin Cooper and Andrea Miller.  
24 In the event that the Trustee files a Notice of Non-Payment, the injunction shall not terminate until  
25 either the Trustee files a withdrawal of the Notice of Non-Payment, or this Court orders  
26 termination or modification of the injunction. In the event a Notice of Non-Payment is not filed by  
27 the Trustee, or if a Notice of Non-Payment is subsequently withdrawn by the Trustee, then any  
28               ///

1 party hereto may lodge with the Court a proposed order in the form attached hereto as Exhibit "1";  
2 or

3 (b) Upon receiving confirmation of the receipt of the \$975,000.00 from the  
4 Canada funds, and \$375,000.00 from Blue Ridge, the Trustee shall promptly provide written  
5 notice of receipt of funds to the following persons: Gregory J. Hughes, Mike Nakagawa, W.  
6 Austin Cooper, Andrea Miller, A.G. Edwards, and Canadian Imperial Bank of Commerce.  
7 Immediately upon the Trustee providing such written notice, the April 8<sup>th</sup> Injunction shall be  
8 deemed terminated, and any party hereto may lodge with the Court a proposed order in the form  
9 attached hereto as Exhibit "1".

10 6. Vista asserts that it is the record owner of a Cessna 210 airplane (N5128A). Unless  
11 the Trustee files a Notice of Non-Payment, then three business days after the Notice of Payment  
12 the Trustee shall be deemed to have turned over and released to Vista any interest in said airplane,  
13 and any injunctive limitations on Vista's use or ownership of said airplane shall be deemed to be  
14 terminated.

15 7. Linda Burke asserts that she is an owner of record of an interest in a house in Las  
16 Vegas (7266 Silver Charm Court, Las Vegas, NV). Unless the Trustee files a Notice of Non-  
17 Payment, then three business days after the Notice of Payment the Trustee shall be deemed to have  
18 turned over and released to Linda Burke any such interest in said house.

19 8. Linda Burke asserts that she is the record owner of a condominium in Palm Desert  
20 (195 Desert Falls Drive East, Palm Desert, CA). Unless the Trustee files a Notice of Non-  
21 Payment, then three business days after the Notice of Payment the Trustee shall be deemed to have  
22 turned over and released to Linda Burke any interest in said condominium.

23 9. Castro asserts that she is the record owner of 60 acres of undeveloped land located  
24 on Ciarlo Lane in Solano County, California. Unless the Trustee files a Notice of Non-Payment,  
25 then three business days after the Notice of Payment the Trustee shall be deemed to have turned  
26 over and released to Castro any interest in said land or proceeds therefrom.

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28 ///

1        10. The turnover and release by the Trustee of the properties described in Paragraph 4  
2 and implemented in Paragraphs 6,7, 8 and 9 above, is without prejudice to any claims between  
3 Vista, Linda Burke, James Burke, and Castro as to their ownership interests in said properties.

4        11. Within two weeks after the Trustee's undisputed receipt of the payments as  
5 provided in Paragraph 3, above, the parties shall submit a further stipulation for dismissal of the  
6 above-captioned action in the form attached hereto as Exhibit "2".

7       12. This Stipulation may be signed by facsimile in counterparts and the parties agree  
8 that the fully executed Stipulation may be submitted to the Court for approval without further  
9 notice.

## 10 | IT IS SO STIPULATED.

13 || Dated: , 2005

Michael P. Dacquisto, Chapter 7  
Trustee for the Truck-A-Way Estate

16 || Dated: , 2005

Maureen Bossy

Dated: , 2005

Linda M. Burke

21 Dated: \_\_\_\_\_, 2005

James D. Burke & Co.

By

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James D. Burke

Dated: \_\_\_\_\_, 2005

## Vista Property Development, Inc.

By

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James D. Burke

1 Dated: \_\_\_\_\_, 2005 Blue Ridge Properties, LLC

2 By \_\_\_\_\_  
3 James D. Burke

4  
5 Dated: \_\_\_\_\_, 2005 \_\_\_\_\_  
6 James D. Burke

7 Dated: \_\_\_\_\_, 2005 \_\_\_\_\_  
8 Christine Castro

9  
10  
11 **APPROVED AS TO FORM:**

12 Stevens & O'Connell, LLP

13  
14 Dated: \_\_\_\_\_, 2005 By \_\_\_\_\_  
15 Craig C. Allison, Esq.  
16 Attorneys for Michael P. Dacquisto,  
17 Chapter 7 Trustee for the  
18 Truck-A-Way Estate

19 Nageley, Meredith & Miller

20 Dated: \_\_\_\_\_, 2005 By \_\_\_\_\_  
21 Andrea M. Miller, Esq.  
22 Attorneys for Maureen Bossy

23 Hughes & Pritchard, LLP

24  
25 Dated: \_\_\_\_\_, 2005 By \_\_\_\_\_  
26 Gregory J. Hughes, Esq.  
27 Attorneys for Linda M. Burke

**Rothschild, Wishek & Sands**

Dated: \_\_\_\_\_, 2005

By

Michael C. Chastaine, Esq.  
Attorney for Christine Castro

**Nakagawa & Rico  
A Professional Association**

Dated: \_\_\_\_\_, 2005

By

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Mike K. Nakagawa, Esq.  
Attorneys for Vista Property Development,  
Inc. Blue Ridge Properties, LLC, and James  
Burke & Company

**W. Austin Cooper  
A Professional Corporation**

Dated: \_\_\_\_\_, 2005

By

W. Austin Cooper, Esq.  
Attorneys for James D. Burke

## ORDER

The above stipulation is hereby approved.

Dated: June 20, 2005

/s/ Frank C. Damrell Jr.  
Honorable Frank C. Damrell, Jr.  
United States District Judge

## **Exhibit 1**

**Mike K. Nakagawa, Esq. (SB#95760)**  
**NAKAGAWA & RICO**  
**A Professional Association**  
2151 River Plaza Drive, Suite 195  
Sacramento, California 95833  
Telephone: (916) 923-2800  
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Attorneys for Defendants  
Vista Property Development, Inc.,  
Blue Ridge Properties, LLC,  
and James Burke & Company

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
(Sacramento Division)**

In re: Bankruptcy Case 02-21699-B-7  
TRUCK-A-WAY,  
Debtor

MICHAEL P. DACQUISTO

CIV S-03-0112-FCD

Plaintiff,

Plaintiff,

**Plaintiff,**

## **ORDER TERMINATING PRELIMINARY INJUNCTION AS WELL AS ATTACHMENTS AND OTHER JUDICIAL RESTRAINTS**

LINDA M. BURKE, ET AL.,

ET AL.,

Defend

### Defendants.

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The Court previously having approved a Stipulation for Termination of Injunctions and Turnover of Property between Plaintiff Michael Dacquisto, Defendants Maureen Bossy, Linda M. Burke, James D. Burke & Co., Vista Property Development Inc., Blue Ridge Properties, LLC and Christine Castro, as well as James D. Burke, finds that all conditions in such Stipulation have been met for entry of an order terminating the preliminary injunction entered in this action.

**IT IS THEREFORE ORDERED** that the preliminary injunction entered in this proceeding on April 8, 2004, be, and the same hereby is, **TERMINATED**.

## EXHIBIT 1

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2   ///

3   **IT IS FURTHER ORDERED** that all attachments or other judicial restraints on the ability  
4 of any Defendant to use or transfer any property be, and the same hereby are, **TERMINATED**.

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6

7 Dated: \_\_\_\_\_

8 Honorable Frank C. Damrell, Jr.  
United States District Judge

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1 Mike K. Nakagawa, Esq. (SB#95760)  
2 NAKAGAWA & RICO  
3 A Professional Association  
4 2151 River Plaza Drive, Suite 195  
Sacramento, California 95833  
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Facsimile: (916) 923-2828

5 Attorneys for Defendants  
Vista Property Development, Inc.,  
6 Blue Ridge Properties, LLC,  
and James Burke & Company

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

## (Sacramento Division)

In re: Bankruptcy Case 02-21699-B-7

TRUCK-A-WAY,

## Debtor.

MICHAEL P. DACQUISTO

CIV S-03-0112-FCD

**Plaintiff.**

V.

LINDA M BURKE ET AL

**STIPULATION FOR DISMISSAL OF  
ACTION WITH PREJUDICE, AND  
ORDER THEREON**

## Defendants

The Court previously having approved a Stipulation for Termination of Injunctions and Turnover of Property between Plaintiff Michael Dacquisto, Defendants Maureen Bossy, Linda M. Burke, James D. Burke & Co., Vista Property Development Inc., Blue Ridge Properties, LLC and Christine Castro, as well as James D. Burke, and all conditions in such Stipulation having been met, the parties thereto further stipulate and agree that the above-captioned action shall be dismissed with prejudice.

## EXHIBIT 2

1 **IT IS SO STIPULATED.**

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4 Dated: \_\_\_\_\_, 2005

Michael P. Dacquisto, Chapter 7  
Trustee for the Truck-A-Way Estate

6

7 Dated: \_\_\_\_\_, 2005

Maureen Bossy

8

9 Dated: \_\_\_\_\_, 2005

Linda M. Burke

10

Dated: \_\_\_\_\_, 2005

James D. Burke & Co.

11

By

James D. Burke

12

13 Dated: \_\_\_\_\_, 2005

Vista Property Development, Inc.

14

By

James D. Burke

15

16 Dated: \_\_\_\_\_, 2005

Blue Ridge Properties, LLC

17

By

James D. Burke

18

19 Dated: \_\_\_\_\_, 2005

James D. Burke

20

21 Dated: \_\_\_\_\_, 2005

Christine Castro

22

23

24

25

**1 || APPROVED AS TO FORM:**

**Stevens & O'Connell, LLP**

4 || Dated: \_\_\_\_\_, 2005

By

---

Craig C. Allison, Esq.  
Attorneys for Michael P. Dacquisto, Chapter 7  
Trustee for the Truck-A-Way Estate

Dated: , 2005

By

## **Nageley, Meredith & Miller**

4 || Dated: , 2005

By

---

Gregory J. Hughes, Esq.  
Attorneys for Linda M. Burke

**Rothschild, Wishek & Sands**

9 Dated: , 2005

By

Michael C. Chastaine, Esq.  
Attorney for Christine Castro

**Nakagawa & Rico  
A Professional Association**

Dated: , 2005

By

---

Mike K. Nakagawa, Esq.  
Attorneys for Vista Property Development,  
Inc. Blue Ridge Properties, LLC, and James  
Burke & Company

1                           **W. Austin Cooper**  
2                           **A Professional Corporation**

3                           Dated: \_\_\_\_\_, 2005

4                           By \_\_\_\_\_

5                           W. Austin Cooper, Esq.  
6                           Attorneys for James D. Burke

7  
8                           **ORDER**

9                           The above stipulation is hereby approved and the above-captioned proceeding is  
10                           **DISMISSED WITH PREJUDICE.**

11                           Dated: \_\_\_\_\_

12                           Honorable Frank C. Damrell, Jr.  
13                           United States District Judge